

SAPC-15037

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NEGOTIATED CONTRACT

CONTRACT NO. [REDACTED]

The Ramo-Wooldridge Corporation
Los Angeles 45, California

25X1A

Contract for: System 3 and
related equipment

Amount [REDACTED]

Mail Invoices to:
Contracting Officer

Performance Period: 20 June
1957 through 30 June 1958

Administrative Data:

This contract is entered into by and between the United States of America, hereinafter called the Government represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation incorporated in the State of Delaware, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated herein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions which together with this signature page and the accompanying Certificate comprise this Contract No. [REDACTED]. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 21 AUG 1957 1957.

Signatures:

RAMO-WOOLDRIDGE CORPORATION

THE UNITED STATES OF AMERICA

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BY [REDACTED]

Contracting Officer

TITLE President

DOCUMENT NO. 116

NO CHANGE IN CLASS.

IF DECLASSIFIED

CLASS. CHANGED TO: TS S C

NEXT REVIEW DATE:

DATE 2012

REVIEWER: 010956

25X1A

Contract No. [REDACTED]

C E R T I F I C A T E

25X1A

I, [REDACTED], certify that I am
the ASSISTANT SECRETARY of the Corporation named
as Contractor herein; that [REDACTED]
who signed this contract on behalf of the Contractor was then
PRESIDENT of said Corporation; that
said contract was duly signed for and in behalf of said Corporation
by authority of its governing body, and is within the scope of its
Corporate powers.

25X1A

25X1A

[REDACTED] (Corporate Seal)

Contract No. [REDACTED]

INDEX

	Page
PART I STATEMENT OF WORK	4
PART II PERIOD OF PERFORMANCE AND DELIVERIES	4
PART III PACKAGING REQUIREMENTS	4
PART IV INSPECTION AND ACCEPTANCE	4
PART V ESTIMATED COST AND FIXED FEE	4
PART VI PAYMENT	4
PART VII OVERHEAD	5
PART VIII AUDIT	5
PART IX NON-STANDARD COSTS	6
PART X ANTICIPATORY COST	6
PART XI SPECIAL SECURITY RESTRICTIONS	6
PART XII WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS ...	6
PART XIII REPORTS	7
PART XIV LETTER CONTRACT SUPERSEDED	7
Appendix I	
Exhibit "A"	
Exhibit "B"	

25X1A

Contract No. [REDACTED]

SCHEDULE

PART I - STATEMENT OF WORK. The Contractor shall provide the necessary engineering, labor, facilities, and material to perform the work as set forth in APPENDIX I which is attached hereto.

PART II - PERIOD OF PERFORMANCE AND DELIVERIES.

1. The delivery schedule for items called for in Part I is set forth in APPENDIX I.

2. The items called for under this contract shall be delivered to the Government f.o.b. cars or carrier's equipment at the plant or plants of the Contractor, Los Angeles, California or the point or points nearest thereto that rail carrier service is available. Such items shall be consigned as directed by the Contracting Officer.

3. The performance of work hereunder shall be completed on 30 June 1953, subject to any amendments to this contract extending such period of performance.

PART III - PACKAGING REQUIREMENTS. The items called for under this contract shall be packed for domestic shipment in accordance with standard commercial practice.

PART IV - INSPECTION AND ACCEPTANCE. The Contractor's plant, Los Angeles, California, is hereby designated as the point of final inspection and acceptance by the Government.

PART V - ESTIMATED COST AND FIXED FEE.

PART VI - PAYMENT.

1. Payment of costs shall be made upon the receipt of weekly invoices in accordance with the provisions of Clause 4 of the General Provisions entitled "Allowable Cost, Fixed Fee, and Payment."

2. Payment of fee shall be made upon receipt of monthly invoices setting forth a sum equal to [REDACTED] of the costs billed during the month. Payment of the fee shall be made in accordance with the provisions of Clause 4 as cited in 1 above.

*Revised thru
Amend 2
dated 3-31-58.
EE*

25X1A

*Revised thru
Amend 2
Revised by
Amend #3
EE*

25X1A

25X1A

Contract No. [REDACTED]

PART VII - OVERHEAD

1. Allowable costs shall include an amount for overhead, indirect charges, and other elements of cost, excluded from or not covered by direct costs, and properly chargeable as indirect costs in accordance with "Contract Cost Principles, Section XV, Part 2, Armed Services Procurement Regulations" and the application of such contract cost principles as determined by the cognizant Department of Defense Audit Agency to the Contractor's Operations under Department of Defense contracts in the Contractor's plant and accepted by the Contracting Officer hereunder as being in accordance with such principles and such application.

2. Pending establishment of final overhead rates for any period, the Contractor shall be reimbursed at the billing rates mutually acceptable to the Contractor and Contracting Officer subject to appropriate adjustment when the final rates for that period are established. To prevent substantial over or under payment, the provisional rates may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively.

3. Any failure by the parties to agree on any final rate or rates under this clause shall be considered a dispute concerning a question of fact for decision by the Contracting Officer within the meaning of the clause of this contract entitled "Disputes".

PART VIII - AUDIT

Audit of costs hereunder shall be by the cognizant military audit agency, in accordance with security requirements which

Contract No. [REDACTED]

shall be agreed upon between the Contractor and the Contracting Officer.

PART IX - NON-STANDARD COSTS. Allowable costs shall include any unusual or non-standard items of cost, not expressly excluded by other provisions of this contract, as should, in the opinion of the Contracting Officer, be included in the cost of the work called for in this contract. Any such items shall be specifically certified by the Contracting Officer as being allowable under this section.

PART X - ANTICIPATORY COST. All costs which have been incurred by the Contractor on or after 20 June 1957, in anticipation of and prior to the signing of this contract, and which, if incurred after the signing of this contract, would have been considered as items of Allowable Costs hereunder, will be accepted by the Contracting Officer as cost under this contract.

PART XI - SPECIAL SECURITY RESTRICTIONS. The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and, notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART XII - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS. Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval

25X1A

Contract No. [REDACTED]

of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART XIII - REPORTS

1. Technical Reports

- (a) Monthly Progress Reports - The Contractor shall prepare and submit to the Government monthly technical and engineering progress reports in sufficient detail to enable the Government to monitor progress being made in performance of the contract work.
- (b) Final Report - The Contractor shall prepare a final technical and engineering report covering the work performed hereunder. The form and scope of such final report shall be subject to agreement between the Government and the Contractor, provided that the Government may waive the submission of such report if it so elects.

2. Fiscal Reports

- (a) The Contractor shall prepare and submit to the Government such reconciliation of costs incurred and projections of costs expected to be incurred under this contract as the Contracting Officer may from time to time request.
- (b) The Contractor shall prepare and submit to the Government upon completion of the contract work a final statement of costs incurred by the Contractor in performance of the contract work and shall submit such final statement of costs incurred to the Contracting Officer, along with such other statements and reports required by the General Provisions and the Schedule of this contract, prior to the making of final payment hereunder.

PART XIV - LETTER CONTRACT SUPERSEDED

This is the Definitive Contract contemplated by the Letter Contract issued by the Government to the Contractor under date of 25 June 1957, and supersedes said Letter Contract. Work performed and payments made under said Letter Contract shall be deemed to be

25X1A
Contract No. [REDACTED]

work performed and payments made under this Definitive Contract. The date of the Letter Contract shall govern for the determination of the priority status of this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, this Definitive Contract shall prevail.